

DECLARATION, POWER OF ATTORNEY & PETITION Page <u>1</u> of <u>3</u>	<i>Attorney Docket No.</i>	1462.ZEVX.PT
	<i>Inventor(s)</i>	Kent F. Beck, et al.
	<i>Serial Number</i>	09/836,851
	<i>Filing Date</i>	April 16, 2001

As an inventor named below or on any attached continuation page, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name.

I believe that I am the original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

FEEDING SET ADAPTOR

the specification of which:

- is attached hereto.
- was filed on April 16, 2001 as United States application Serial No. 09/836,851 and was amended on _____.
- was filed on _____ as PCT international application No. _____ and was amended under PCT Article 19 on _____.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information which is known to me to be material to the patentability of the subject matter claimed in this application in accordance with § 1.56(a) of Title 37 of the Code of Federal Regulations.

I hereby claim foreign priority benefits under Title 35 U.S.C. § 119 (a) - (d) or § 365 (b) of any foreign application(s) for patent or inventor's certificate or § 365(a) of any PCT international application(s) designating at least one country other than the United States of America listed below and on any attached continuation page and have also identified below and on any attached continuation page any foreign application for a patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America having a filing date before that of the application(s) on which priority is claimed.

Prior foreign/PCT application(s):

Priority Claimed:

(Number)	(Country)	(Day/Mo/Yr Filed)	Yes	No
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I hereby claim the benefit under 35 U.S.C. § 119 (e) of any United States provisional application(s) below:

(Provisional Application No.)	(Filing Date)
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I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or under 365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. § 112, and I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

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U.S. Parent Application or PCT Parent No. Parent Filing Date Parent Patent Number
(MM/DD/YY)

As a named inventor, I hereby appoint the following registered practitioners to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Julie K. Morrisey	Reg. No. 33,263	Randall B. Bateman	Reg. No. 37,774
David W. O'Bryant	Reg. No. 39,793	Frank W. Compagni	Reg. No. 40,567

Direct all correspondence to:

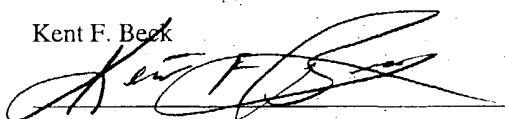
RANDALL B. BATEMAN
MORRISS, BATEMAN, O'BRYANT & COMPAGNI
5882 South 900 East, Suite 300
Salt Lake City, Utah 84121
Tel: 801-685-2302

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

INVENTOR:

Kent F. Beck

SIGNATURE:



Date Signed 2 JUL 01

CITIZENSHIP:

US

RESIDENCE:

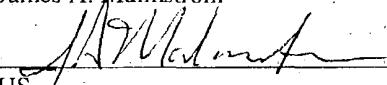
Layton, Utah USA

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1155 East 1525 North, Layton, Utah 84040

Additional inventors are being named on the attached sheet(s)

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INVENTOR: James A. Malmstrom

SIGNATURE: _____ **Date Signed** 2 July 2001
CITIZENSHIP: US
RESIDENCE: Kaysville, Utah USA
ADDRESS: 130 North 300 West, Kaysville, Utah 84037

INVENTOR: Scott D. Miles

SIGNATURE: _____ **Date Signed** 2 July 2001
CITIZENSHIP: US
RESIDENCE: Sandy, Utah USA
ADDRESS: 11732 South Brisbane Drive, Sandy, Utah 84094

ASSIGNMENT Page <u>1</u> of <u>4</u>	<i>Attorney Docket No.</i>	1462.ZEVX.PT
	<i>Inventor(s)</i>	Kent F. Beck et al.
	<i>Assignee</i>	ZEVEX, INC.
	<i>Serial Number</i>	09/836,851
	<i>Filing Date</i>	April 16, 2001

WHEN RECORDED RETURN TO:

Randall B. Bateman
MORRISS, BATEMAN, O'BRYANT & COMPAGNI
5882 South 900 East, Suite 300
Salt Lake City, Utah 84121

COPY

WHEREAS Kent F. Beck, James A. Malmstrom, and Scott D. Miles, **residents of Utah**, have invented a certain new and useful improvement in FEEDING SET ADAPTOR, the application for United States Letters Patent which is identified above; and

WHEREAS, ZEVEX, INC., a corporation of the State of Utah, having a business address of 4314 Zevex Park Lane, Salt Lake City, Utah 84123, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said Kent F. Beck, James A. Malmstrom, and Scott D. Miles, by these presents, do sell, assign, and transfer unto said ZEVEX, INC., the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

ASSIGNMENT

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	Assignee	ZEVEX, INC.
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The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of

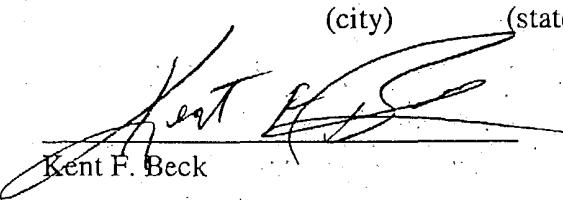
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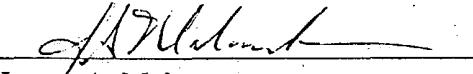
rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said ZEVEX, INC. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 2 day of JULY, 2001 at SALT LAKE, UTAH.
(city) (state)


Kent F. Beck

Executed this 2 day of JULY, 2001 at SALT LAKE CITY, UT.
(city) (state)


James A. Malmstrom

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	<i>Inventor(s)</i>	Kent F. Beck et al.
	<i>Assignee</i>	ZEVEX, INC.
	<i>Serial Number</i>	09/836,851
	<i>Filing Date</i>	April 16, 2001

Executed this 2nd day of July, 2001 at Scottsdale City, UT.
(city) AZ (state)



Scott D. Miles